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WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA

IN THE MATTER OF THE COMPLAINT
OF CARDINAL SERVICES, INC. AS
OWNERS OF L/B W. LOPEZ, OFFICIAL
NO. 1060683 FOR EXONERATION FROM
OR LIMITATION OF LIABILITY

* CONSOLIDATED CASE
* CIVIL ACTION NO. 6:00CV1909

JUDGE DOHERTY

MAGISTRATE JUDGE METHVIN

AMENDED JUDGMENT

This Court's earlier judgment dated August 16, 2007 is hereby rescinded, and this judgment is substituted for and in its place.

This matter came on for trial on the merits before the court and was tried in three distinct phases. On December 20, 2004, the Court conducted a hearing on the merits to determine the validity of the releases executed by the claimants, Clifton Lewis and Reginald Bill. On November 6th, 7th, 8th and 9th, 2006, the Court tried issues raised by petitioners, Cardinal Services, Inc. and Omega Protein, Inc., for exoneration from or limitation of liability. On March 14th, 15th and 16th, 2007, the Court heard evidence concerning issues of damages sustained by the claimants, George Declouette, Clifton Lewis and Reginald Bill. Prior to the damages trial, claimants resolved their claims against petitioner, Cardinal Services, Inc., by way of settlement agreement.

And now, considering the law, evidence and argument of counsel:

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1.

Omega Protein, Inc. and Cardinal Services, Inc. did not sustain their burden of proof on the enforceability of the releases executed by Clifton Lewis and Reginald Bill. The defense of accord and satisfaction as applied to Lewis and Bill's personal injury claim including their claims for

maintenance and cure is overruled and denied.

2.

The petitions for exoneration from liability filed herein by petitioners, Cardinal Services, Inc. and Omega Protein, Inc., are hereby denied and are hereby dismissed.

3.

The petitions for limitation of liability filed herein by Omega Protein, Inc. and Cardinal Services, Inc. are hereby granted and in compliance with oral reasons dictated into the record on November 9, 2006 the court finds Omega negligent under the Jones Act and Cardinal negligent under the general maritime law, and both petitioners are equally at fault for the collision and that the damages therefore are apportioned 50% to each petitioner. The Court finds that neither Omega Protein's vessel, F/V RACCOON POINT nor Cardinal's vessel, L/B W. LOPEZ, were unseaworthy.

4.

The Court finds that Omega Protein, Inc. sustained damages as a result of the collision herein based upon the stipulated recoverable damages in the amount of \$434,060.08, and Judgment is granted in favor of Omega Protein, Inc. against Cardinal Services, Inc. in the amount of \$217,030.04 representing fifty percent (50%) of said damages.

5.

The value of Omega Protein, Inc.'s limitation fund is \$799,000.00 pursuant to the parties Joint Itemization and Stipulation (Documents No: 170, 227).

6.

Claimants, Clifton Lewis, George Declouette and Reginald Bill, claim for maintenance and

cure benefits have been satisfied.

7.

The amounts of maintenance and cure and the compensatory damages paid herein by Omega Protein, Inc. for their arbitrary and capricious failure to pay maintenance and cure do not diminish the limitation fund.

8.

The court finds that Clifton Lewis sustained damages as a result of the collision herein in the following amounts:

Past Lost Wages	\$ 137,479.00
Future Lost Wages	\$ 56,584.00
Pain and Suffering, Loss of Enjoyment of Life, Past and Future	\$ 250,000.00

9.

The court finds that claimant, George Declouette, sustained damages as a result of the collision herein in the following amounts:

Past Lost Wages	\$ 96,295.00
Future Lost Wages	\$ 62,724.00
Pain and Suffering, Loss of Enjoyment of Life, Past and Future	\$ 325,000.00

10.

Judgment is hereby granted in favor of Clifton Lewis and against Omega Protein, Inc. in the amount of \$222,031.50 which is fifty percent (50%) of his damages in accordance with the allocation

of liability for said collision.

11.

Judgment is hereby granted in favor of George Declouette and against Omega Protein, Inc. in the amount of \$242,009.50 which is fifty percent (50%) of his damages in accordance with the allocation of liability for said collision.

12.

It is further ordered that because Omega Protein, Inc. refused to pay maintenance and cure without reasonable defense that Omega is liable to Clifton Lewis for compensatory damages in the amount of \$17,180.00 representing interest paid on Clifton Lewis' Core Financial arrangement.

13.

The court further finds that Omega Protein, Inc. was liable for payment of maintenance to George Declouette, but refused to pay maintenance and cure without a reasonable defense and therefore finds Omega Protein, Inc., liable for compensatory damages to George Declouette in an amount including amounts sufficient for Omega to extinguish the outstanding cumulative service fees and interest for the medical services Declouette received through his financial arrangements with DMA/PPO, totaling \$6,052.03.

14.

The court further finds that Omega Protein, Inc. is liable for attorney's fees for callousness and indifference in failing to pay maintenance and awards attorney's fees in favor of Clifton Lewis and George Declouette in the amount of \$8,928.75.

15.

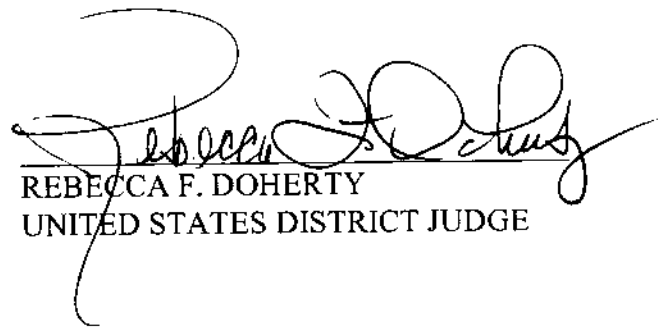
The court further awards pre-judgment interest from date of loss on all amounts awarded

herein, except the amounts awarded for future lost wages, based on the State of Louisiana's rate of judicial interest.

16.

This is a final Judgment.

Lafayette, Louisiana this 19 day of September, 2007.



REBECCA F. DOHERTY
UNITED STATES DISTRICT JUDGE